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09/873,072	05/31/2001	Gianpaolo Callioni	HP-10011194	3975

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HEWLETT-PACKARD COMPANY  
Intellectual Property Administration  
P.O. Box 272400  
Fort Collins, CO 80527-2400

EXAMINER

GRAHAM, CLEMENT B

ART UNIT

PAPER NUMBER

3628

DATE MAILED: 01/12/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	
	09/873,072	CALLIONI ET AL.	
	Examiner Clement B. Graham	Art Unit 3628	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

1) Responsive to communication(s) filed on 06 July 2005.

2a) This action is FINAL. 2b) This action is non-final.

3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

4) Claim(s) 19-36 is/are pending in the application.

4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.

5) Claim(s) \_\_\_\_\_ is/are allowed.

6) Claim(s) 19-36 is/are rejected.

7) Claim(s) \_\_\_\_\_ is/are objected to.

8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

9) The specification is objected to by the Examiner.

10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a) All b) Some \* c) None of:

1. Certified copies of the priority documents have been received.
2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

1) Notice of References Cited (PTO-892)

2) Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_.

4) Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_.

5) Notice of Informal Patent Application (PTO-152)

6) Other: \_\_\_\_\_.

**DETAILED ACTION**

1. Claims 1-18 has been cancelled and claims 19-20 remained and claims 19-36 has been added.

***Claim Rejections - 35 USC § 112***

Claim 19, recites the limitation "clearinghouse" in line 4. There is insufficient antecedent basis for this limitation in the claim because clearinghouse is not defined the claims.

Further a clearinghouse do not provide financing, a clearing house is used to pass checks or drafts between banks and the federal reserve system.

***Claim Rejections - 35 USC § 103***

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

3. Claims 19-36, are rejected under 35 U.S.C. 103(a) as being unpatentable over Wilkinson U.S Pub: 2001/0049646 A1) in view Lidow U.S Patent 6, 889, 197.

As per claim 19, Wilkinson discloses a process for providing a financial clearinghouse for a supply chain comprising the steps of:

a) defining a plurality of business units comprising the supply chain;  
b) providing financing by the clearinghouse for at least one business unit wherein the supply chain is a factor in determining the degree of financing for the business unit. (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

Wilkinson fail to explicitly teach coordinating supply chain transactions by the financial clearinghouse between the plurality of the business units.

However Lidow discloses an alternative form of financing is shown in FIG. 21. as with the flow shown in FIG. 20, products are sent to cross-dock. At that time, a copy of the customer invoice is sent to a financier or bank as collateral for payment of the customer's invoice. Bank procures the necessary financing for

customer invoice and sends it back to supply chain server at. Supply chain server then forwards financing to supplier who then deposits financing in the supplier's bank.

Supplier, therefore, gets paid soon after products are shipped. Bank effectively loans customer the financing needed to pay supplier and supply chain server secures this obligation of customer. Customer continues to use products and then produces payment which is now sent directly to bank. Bank deposits payment, sends invoice back to customer marked as paid and sends a notification to supply chain server indicating that invoice was paid. and the structure of supply chain network also enables (but does not require) the possibility of providing new forms of financing for customers procuring products. As stated above, in prior art forms of financing, a supplier gave a customer a payment term which was frequently ignored by the customer. Suppliers would therefore increase the prices of products (de factio terest) to compensate for prospective losses due to buyers not paying on time. Sellers were also at the mercy of unreasonable prices from distributors when sellers wished to sell products early to improve their balance sheets.(see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Wilkinson to include coordinating supply chain transactions by the financial clearinghouse between the plurality of the business units taught by Lidow in order to provide a supply chain network which centralizes many operations thereby yielding a supply chain that is more sufficient and less costly.

As per claim 20, Wilkinson discloses the computer-usable medium of Claim 19 wherein the supply chain transactions comprises at least one of the following: payments for value-added services, payments for materials, payments for logistic services, credits for value-added services, credits for materials, credits for logistic services, transfer of raw materials, transfer of parts and components, transfer of finished products, transportation of materials, storage of materials, and the exchange of information. (see

column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 21, Wilkinson discloses a computer implemented method for providing a financial clearinghouse for a supply chain, said method comprising: ordering a component, wherein a first node of a supply chain orders a manufacturing component from a second node of said supply chain(see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7). Wilkinson fail to explicitly teach via a supply chain clearinghouse; generating a bill for said manufacturing component by said second node; and coordinating a supply chain transaction by said supply chain clearinghouse between said first node and said second node.

However Lidow discloses An alternative form of financing is shown in FIG. 21. as with the flow shown in FIG. 20, products are sent to cross-dock. At that time, a copy of the customer invoice is sent to a financier or bank as collateral for payment of the customer's invoice. Bank procures the necessary financing for customer invoice and sends it back to supply chain server at. Supply chain server then forwards financing to supplier who then deposits financing in the supplier's bank supplier, therefore, gets paid soon after products are shipped. Bank effectively loans customer the financing needed to pay supplier and supply chain server secures this obligation of customer. Customer continues to use products and then produces payment which is now sent directly to bank. Bank deposits payment, sends invoice back to customer marked as paid and sends a notification to supply chain server indicating that invoice was paid. and the structure of supply chain network also enables (but does not require) the possibility of providing new forms of financing for customers procuring products stated above, in prior art forms of financing, a supplier gave a customer a payment term which was frequently ignored by the customer. Suppliers would therefore increase the prices of products (de faction terest) to compensate for prospective losses due to buyers not paying on time. Sellers were also at the mercy of unreasonable prices from

distributors when sellers wished to sell products early to improve their balance sheets.(see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Wilkinson to include via a supply chain clearinghouse; generating a bill for said manufacturing component by said second node; and coordinating a supply chain transaction by said supply chain clearinghouse between said first node and said second node taught by Lidow in order to provide a supply chain network which centralizes many operations thereby yielding a supply chain that is more sufficient and less costly. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 22, Wilkinson discloses wherein said supply chain clearinghouse coordinates the transfer of financial assets between accounts maintained by said supply chain clearinghouse and wherein said coordinating further comprises: reconciling respective accounts of said first node and said second node; and transferring funds between said respective accounts in response to said reconciling. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 23, Wilkinson discloses further comprising: reconciling an account of said supply chain clearinghouse; and transferring funds between said respective accounts and said account of said supply chain clearinghouse in response to said reconciling. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 24, Wilkinson discloses wherein said manufacturing component is selected from the group consisting essentially of raw materials, parts, components, and finished products. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 25, Wilkinson discloses wherein said coordinating further comprises:

generating a payment for a transaction selected from the group consisting essentially of payment for a material, payment for a value-added service, and payment for logistic services. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 26, Wilkinson discloses wherein said coordinating further comprises: extending credit by said supply chain clearinghouse for a transaction selected from the group consisting essentially of extending credit for a material, extending credit for a value-added service, and extending credit for logistic services. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 27, Wilkinson discloses wherein said coordinating further comprises: expediting a commercial transaction selected from the group consisting essentially of a purchase order, an acknowledgement, electronic billing, and proof of delivery. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 28, Wilkinson discloses further comprising: conveying ownership of said manufacturing component from said supply chain clearinghouse to said first node. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 29, Wilkinson discloses a computer implemented method for providing a financial clearinghouse for a supply chain, said method comprising: ordering a component, wherein a first node of a supply chain orders a manufacturing component from a second node. (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

Wilkinson fail to explicitly teach generating a bill for said manufacturing component by said second node to a supply chain clearinghouse; and coordinating a supply chain transaction by said supply chain clearinghouse between said first node and said second node.

However Lidow discloses an alternative form of financing is shown in FIG. 21. as with the flow shown in FIG. 20, products are sent to cross-dock. At that time, a

copy of the customer invoice is sent to a financier or bank as collateral for payment of the customer's invoice. Bank procures the necessary financing for customer invoice and sends it back to supply chain server at. Supply chain server then forwards financing to supplier who then deposits financing in the supplier's bank, supplier, therefore, gets paid soon after products are shipped. Bank effectively loans customer the financing needed to pay supplier and supply chain server secures this obligation of customer. Customer continues to use products and then produces payment which is now sent directly to bank. Bank deposits payment, sends invoice back to customer marked as paid and sends a notification to supply chain server indicating that invoice was paid. and the structure of supply chain network also enables (but does not require) the possibility of providing new forms of financing for customers procuring products. As stated above, in prior art forms of financing, a supplier gave a customer a payment term which was frequently ignored by the customer. Suppliers would therefore increase the prices of products (de factio terest) to compensate for prospective losses due to buyers not paying on time. Sellers were also at the mercy of unreasonable prices from distributors when sellers wished to sell products early to improve their balance sheets.(see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Wilkinson to include to explicitly teach generating a bill for said manufacturing component by said second node to a supply chain clearinghouse; and coordinating a supply chain transaction by said supply chain clearinghouse between said first node and said second node. taught by Lidow in order to provide a supply chain network which centralizes many operations thereby yielding a supply chain that is more sufficient and less costly.

As per claim 30, Wilkinson discloses wherein said supply chain clearinghouse coordinates the transfer of financial assets between accounts maintained by said supply chain clearinghouse and wherein said coordinating further comprises: reconciling respective accounts of said first node and said second node; and transferring funds between said respective accounts in response to said

reconciling. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 31, Wilkinson discloses wherein said supply chain clearinghouse coordinates the transfer of financial assets between accounts maintained by said supply chain clearinghouse and wherein said coordinating further comprises: transferring funds from an account of said supply chain clearinghouse to a respective account of said second node when said manufacturing component is sent to said first node; and transferring funds from a respective account of said first node to said account of said supply chain clearinghouse when said manufacturing component is received by said first node. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 32, Wilkinson discloses further comprising: transferring funds from said account of said supply chain clearinghouse to a restricted account of said second node to pay for materials used by said second node; and transferring funds from said account of said supply chain clearinghouse to said restricted account of said second node to pay for logistics costs incurred by said second node . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 33, Wilkinson discloses wherein said manufacturing component is selected from the group consisting essentially of raw materials, parts, components, and finished products. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 34, Wilkinson discloses wherein said coordinating further comprises: generating a payment for a transaction selected from the group consisting essentially of payment for a material, payment for a value-added service, and payment for logistic services. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 35, Wilkinson discloses wherein said coordinating further comprises:

expediting a commercial transaction selected from the group consisting essentially of a purchase order, an acknowledgement, electronic billing, and proof of delivery. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

As per claim 36, Wilkinson discloses further comprising: conveying ownership of said manufacturing component from said supply chain clearinghouse to said first node. . (see column 2 and column 4 paragraph 0031-0040 of column 4 and column 5 paragraph 0060-0049 of column 7).

### Conclusion

### RESPONSE TO ARGUMENTS

4. Applicant's arguments files on 07/06/2005 have been fully considered but they are moot in view of new grounds of rejection.

5. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

6. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Clement B Graham whose telephone number is 703-305-1874. The examiner can normally be reached on 7am to 5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Hyung S. Sough can be reached on 703-308-0505. The fax phone numbers for the organization where this application or proceeding is assigned are

Art Unit: 3628

703-305-0040 for regular communications and 703-305-0040 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-305-3900.

CG

January 5, 2006



PRIMARY EXAMINER

Au 3628